

<i>SERFF Tracking Number:</i>	<i>SECB-126881075</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Security Benefit Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47165</i>
<i>Company Tracking Number:</i>	<i>6052</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non- Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>6052</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Security Benefit Life Insurance Company

Product Name: 6052	SERFF Tr Num: SECB-126881075	State: Arkansas
TOI: A02.11 Individual Annuities- Deferred Non- Variable and Variable	SERFF Status: Closed-Approved- Closed	State Tr Num: 47165
Sub-TOI: A02.11.002 Flexible Premium	Co Tr Num: 6052	State Status: Approved-Closed
Filing Type: Form	Author: Greg Garhart	Reviewer(s): Linda Bird
	Date Submitted: 10/28/2010	Disposition Date: 11/01/2010
		Disposition Status: Approved- Closed
Implementation Date Requested: On Approval		Implementation Date:
State Filing Description:		

General Information

Project Name:	Status of Filing in Domicile: Pending
Project Number:	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments:
Explanation for Combination/Other:	Market Type: Individual
Submission Type: New Submission	Group Market Size:
Overall Rate Impact:	Group Market Type:
Filing Status Changed: 11/01/2010	Explanation for Other Group Market Type:
	State Status Changed: 11/01/2010
Deemer Date:	Created By: Greg Garhart
Submitted By: Greg Garhart	Corresponding Filing Tracking Number:
Filing Description:	
6052 (10-10) Nursing Home Endorsement	
6053 (10-10) Terminal Illness Endorsement	
V6101 (9-10) Tax Sheltered Annuity Endorsement	
V6849A (R9-10) Individual Retirement Annuity Endorsement	
V6851A (R9-10) Roth IRA Endorsement	

Dear Sir or Madam:

<i>SERFF Tracking Number:</i>	<i>SECB-126881075</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Security Benefit Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>47165</i>
<i>Company Tracking Number:</i>	<i>6052</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-Variable and Variable</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
<i>Product Name:</i>	<i>6052</i>		
<i>Project Name/Number:</i>	<i>/</i>		

We hereby submit the above-referenced Endorsements for your review and approval. The Endorsements are new and will not replace any other forms currently on file. The Endorsements will be used with Individual Flexible Premium Deferred Variable Annuity Contracts V6023 (1-98) and V6023 (1-98)U which were approved by your department on March 6, 1998, Individual Flexible Premium Deferred Variable Annuity Contracts V6029 (11-00), and V6029 (11-00)U which were approved by your department on November 28, 2000, and Individual Flexible Premium Deferred Annuity Contracts 4585 (12-00) and 4585 (12-00)U which were approved by your department on March 15, 2001.

The Nursing Home Endorsement and Terminal Illness Endorsement provide for waiver of certain contractual charges if the terms specified in the respective Endorsements are satisfied. The Tax Sheltered Annuity Endorsement, Individual Retirement Annuity Endorsement, and Roth IRA Endorsement set out information concerning the tax provisions pertaining to contracts with those respective tax treatments.

Please note that certain portions of the Endorsements have been bracketed. These forms may be used for qualified and non-qualified contracts.

Your prompt attention to this matter is greatly appreciated.

Company and Contact

Filing Contact Information

Greg Garhart, Compliance Analyst II	greg.garhart@securitybenefit.com
One Security Benefit Place	800-888-2461 [Phone] 3203 [Ext]
Topeka, KS 66636-0001	785-368-1391 [FAX]

Filing Company Information

Security Benefit Life Insurance Company	CoCode: 68675	State of Domicile: Kansas
One Security Benefit Place	Group Code: 870	Company Type: Life
Topeka, KS 66636	Group Name:	State ID Number:
(800) 888-2461 ext. 3203[Phone]	FEIN Number: 48-0409770	

Filing Fees

Fee Required?	Yes
Fee Amount:	\$250.00
Retaliatory?	No
Fee Explanation:	5 endorsements x \$50

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Security Benefit Life Insurance Company	\$250.00	10/28/2010	41276273

<i>SERFF Tracking Number:</i>	<i>SECB-126881075</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Product Name:</i>	<i>6052</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	11/01/2010	11/01/2010

<i>SERFF Tracking Number:</i>	<i>SECB-126881075</i>	<i>State:</i>	<i>Arkansas</i>
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<i>Company Tracking Number:</i>	<i>6052</i>		
<i>TOI:</i>	<i>A02.11 Individual Annuities- Deferred Non-</i>	<i>Sub-TOI:</i>	<i>A02.11.002 Flexible Premium</i>
	<i>Variable and Variable</i>		
<i>Product Name:</i>	<i>6052</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Disposition

Disposition Date: 11/01/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SECB-126881075 State: Arkansas

Filing Company: Security Benefit Life Insurance Company State Tracking Number: 47165

Company Tracking Number: 6052

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: 6052

Project Name/Number: /

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Cover Letter		Yes
Form	Nursing Home Endorsement		Yes
Form	Terminal Illness Endorsement		Yes
Form	Tax Sheltered Annuity Endorsement		Yes
Form	Individual Retirement Annuity Endorsement		Yes
Form	Roth IRA Endorsement		Yes

SERFF Tracking Number: SECB-126881075 State: Arkansas

Filing Company: Security Benefit Life Insurance Company State Tracking Number: 47165

Company Tracking Number: 6052

TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable

Product Name: 6052

Project Name/Number: /

Form Schedule

Lead Form Number: 6052 (10-10)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	6052 (10-10)	Policy/Cont Nursing Home ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			6052 (10-10) Nursing Home Endorsement. pdf
	6053 (10-10)	Policy/Cont Terminal Illness ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			6053 (10-10) Terminal Illness Endorsement. pdf
	V6101 (9-10)	Policy/Cont Tax Sheltered ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			V6101 (9-10) Tax Sheltered Annuity Endorsement. pdf
	V6849A (R9-10)	Policy/Cont Individual Retirement ract/Fratern Annuity Endorsement al	Initial			V6849A (R9-10) Individual Retirement

<i>SERFF Tracking Number:</i>	<i>SECB-126881075</i>	<i>State:</i>	<i>Arkansas</i>
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	Certificate: Amendmen t, Insert Page, Endorseme nt or Rider		Annuity Endorsement. pdf
V6851A (R9-10)	Policy/Cont Roth IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	V6851A (R9- 10) Roth IRA Endorsement. pdf

SECURITY BENEFIT LIFE INSURANCE COMPANY

NURSING HOME ENDORSEMENT

This Endorsement is attached to and made a part of this Contract (the "Contract") as of the Contract Date, or if later, the date shown below. The Contract is changed by adding the following:

This Endorsement shall govern on any full or partial Withdrawal of Contract Value/Account Value if:

1. The Owner has been confined to a Hospital or Qualified Skilled Nursing Facility for at least 90 consecutive days immediately prior to the date of such Withdrawal and is so confined when the request for Withdrawal is Received by SBL;
2. Such confinement began after the Contract Date; and
3. The request for Withdrawal must be accepted and Received by SBL along with:
 - a. A properly completed claim form accepted and Received by SBL; and
 - b. A written statement by the attending Licensed Physician certifying that such confinement is a medical necessity and is due to illness or infirmity. Such written statement must be approved by SBL.

In the event that all the foregoing rules are met, SBL shall waive the [Surrender Charge, Market Value Adjustment, Bonus Recapture] that may be assessed as a result of the Withdrawal.

SBL reserves the right to have the Owner examined by a physician of SBL's choice and at SBL's expense to determine if the Owner is eligible for the waiver of charges as described herein. SBL reserves the right to require the claim form and written statement described above with each request for Withdrawal.

DEFINITIONS

Hospital

A Hospital is (i) an institution that is licensed as such by the Joint Commission of Accreditation of Hospitals or (ii) any lawfully operated institution that provides in patient treatment of sick and injured persons through medical, diagnostic and surgical facilities directed by a staff of physicians and 24 hour nursing services.

Licensed Physician

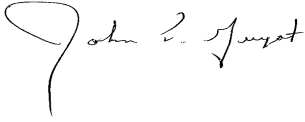
A Licensed Physician is a medical doctor licensed in the United States who is (i) practicing within the scope of that license and (ii) is not the Owner, Annuitant, Beneficiary, or a person related thereto.

Qualified Skilled Nursing Facility

A Qualified Skilled Nursing Facility is a facility licensed by the state to provide, on a daily basis, convalescent or chronic care for in patients who, by reason of illness or infirmity, are not able to care for themselves.

NOTICE: CONSULT YOUR TAX ADVISOR PRIOR TO REQUESTING THIS BENEFIT. RECEIPT OF BENEFITS UNDER THIS ENDORSEMENT MAY BE SUBJECT TO AN IRS 10% PENALTY TAX IN ADDITION TO ANY INCOME TAX THAT MAY BE DUE.

SECURITY BENEFIT LIFE INSURANCE COMPANY

A handwritten signature in cursive script that reads "John F. Guyot".

[
John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

SECURITY BENEFIT LIFE INSURANCE COMPANY

TERMINAL ILLNESS ENDORSEMENT

This Endorsement is attached to and made a part of this Contract (the "Contract") as of the Contract Date, or if later, the date shown below. The Contract is changed by adding the following:

This Endorsement shall govern on any full or partial Withdrawal of Contract Value/Account Value if:

1. The Owner has been diagnosed with a Terminal Illness by a Licensed Physician;
2. Such illness was first diagnosed after the Contract Date; and
3. The request for Withdrawal must be accepted and Received by SBL along with:
 - a. A properly completed claim form accepted and Received by SBL; and
 - b. A written statement by the attending Licensed Physician certifying that the Owner has been diagnosed with a Terminal Illness and the date that such diagnosis was first made.

In the event that all the foregoing rules are met, SBL shall waive the [Surrender Charge, Market Value Adjustment, Bonus Recapture] that may be assessed as a result of the Withdrawal.

SBL reserves the right to have the Owner examined by a physician of SBL's choice and at SBL's expense to determine if the Owner is eligible for the waiver of charges as described herein. SBL reserves the right to require the claim form and written statement described above with each request for Withdrawal.

DEFINITIONS

Licensed Physician

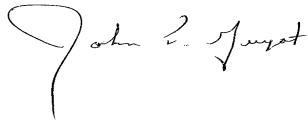
A Licensed Physician is a medical doctor licensed in the United States who is (i) practicing within the scope of that license and (ii) is not the Owner, Annuitant, Beneficiary, or a person related thereto.

Terminal Illness

A Terminal Illness is an incurable condition that, with a reasonable degree of medical certainty, will result in death within one year from the date of the Licensed Physician's statement.

NOTICE: CONSULT YOUR TAX ADVISOR PRIOR TO REQUESTING THIS BENEFIT. RECEIPT OF BENEFITS UNDER THIS ENDORSEMENT MAY BE SUBJECT TO AN IRS 10% PENALTY TAX IN ADDITION TO ANY INCOME TAX THAT MAY BE DUE.

SECURITY BENEFIT LIFE INSURANCE COMPANY

A handwritten signature in cursive script, appearing to read "John F. Guyot".

[
John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

TAX SHELTERED ANNUITY ENDORSEMENT

TAX SHELTERED ANNUITY ENDORSEMENT

This Contract is a Tax Sheltered Annuity ("TSA") under Section 403(b) of the Internal Revenue Code of 1986, as amended (the "Code"), as applied for by the Owner. This Endorsement is part of the Contract as of the issue date or, if later, the date shown below. If this is a group contract, the "Owner" includes the Participant and the "Contract" includes the Participant's Certificate. This Contract is subject to the requirements of Code Section 403(b), which are part of the Contract and are summarized in this Endorsement.

PURCHASE BY ELIGIBLE EMPLOYER

This Contract must be purchased only by an "eligible" employer as defined in Code Section 403(b)(1). This Contract cannot be purchased under a qualified plan under Code Section 401(a) or Code Section 404(a)(2) or by an eligible governmental plan under Code Section 457(b).

CONTRIBUTION LIMITATIONS

- (a) Purchase Payments ("Contributions") made on behalf of the Owner under a salary reduction agreement, along with all other "elective deferral" contributions of the Owner, must not exceed the annual limits of Code Section 401(a)(30). Salary reduction Contributions may be increased under Code Sections 402(g)(7) and 414(v).
- (b) Salary reduction Contributions, employer contributions, if any and forfeitures, if any must not exceed the limits of Code Section 415(c).
- (b) Contributions which exceed the limits of Code Section 401(a)(30) or 415 will disqualify the Plan and Contract.
- (c) Contributions which exceed either limit may be returned, distributed or corrected using any method permitted by the Code or IRS regulations.

NONDISCRIMINATION REQUIREMENTS

- (a) Except where the Employer is a "church" (as defined in Code Section 3121(w)), the Plan must satisfy the non-discrimination requirements of Code Section 403(b)(12).
- (b) Contributions not made under a salary reduction agreement will satisfy Code Section 403(b)(12) if they comply with: Code Section 401(a)(4) (nondiscrimination in contributions); Code Section 401(a)(5) (permitted disparity); Code Section 401(a)(17) (annual limit on compensation); Code Section 401(a)(26) (additional participation requirements); Code Section 401(m) (average contribution percentage test); and Code Section 410(b) (coverage). Only Code Section 401(a)(17) applies to a governmental plan (as defined in Code Section 414(d)).
- (c) Salary reduction Contributions will satisfy the non-discrimination requirements of Code Section 403(b)(12) if every employee of the Employer sponsoring the Plan (with the

exclusions allowed under Code Section 403(b)(12)) may elect to make salary reduction Contributions of at least \$200.

DISTRIBUTION RESTRICTIONS; TRANSFERS

(a) Distributions of salary reduction Contributions and income may only be made when: the Owner attains age 59 $\frac{1}{2}$; severs employment with the Employer; dies; becomes "disabled" (as defined in Code Section 72(m)(7)); or incurs a financial hardship. A distribution made for a hardship may not include income earned on the contributions. Distributions of amounts other than salary reduction Contributions are restricted as required under IRS regulations. If distributions are made because of severance from employment before age 55 or financial hardship, such distributions will be increased by 10% of the amount includable in income, unless made after the Owner attains age 59 $\frac{1}{2}$.

(b) Distributions from this Contract must comply with the required minimum distribution ("RMD") requirements of Code Section 401(a)(9) and 401(a)(31) and the regulations thereunder and the incidental death benefit requirements of Code Section 401(a) and the regulations thereunder, which are part of the Contract. Under the RMD rules the Owner's interest in the Contract must generally begin to be distributed by April 1 of the calendar year after the later of: (1) the calendar year in which the Owner attains age 70 $\frac{1}{2}$, or (2) the calendar year in which the Owner retires.

Distributions during the life of the Owner may be made in any manner that satisfies the RMD requirements of Code Sections 403(b)(10) and 401(a)(9) and the IRS regulations in effect under these Sections.

(c) If the Owner dies before all amounts under the Contract are paid, distributions after death must meet the RMD requirements for death distributions under Code Sections 403(b)(10) and 401(a)(9) and the IRS regulations in effect. Distributions must start by the end of the calendar year after death and be made over a distribution period determined by the age of the Designated Beneficiary. If the Designated Beneficiary is not a natural person or elects to delay the start of death distributions, all amounts under the contract must be paid by the end of the fifth calendar year following the year of the Owner's death. If the Designated Beneficiary is the Owner's surviving spouse, the date distributions are required to begin may be delayed.

(d) Death distributions may be made under a method irrevocably designated by the Owner before death that satisfies the RMD requirements. The Contract may be divided into separate contracts or accounts for separate Designated Beneficiaries.

(e) All distributions must comply with a method of distribution offered by the Company under this Contract.

(f) If the Owner receives a distribution that qualifies as an "eligible rollover distribution" under Code Section 402(f)(2)(A), and elects to have the distribution paid directly to an "eligible retirement plan" under Code Section 402(c), the distribution will be made by a direct transfer to the eligible retirement plan. These direct transfers are also called "Direct Rollovers." The Company may establish reasonable administrative rules for Direct Rollovers.

- (g) Other transfers from this Contract to another TSA may only be made if permitted under IRS regulations under Code Section 403(b). Transfers may also be made to purchase service credit under a state defined benefit plan.

NONFORFEITABILITY

- (a) The Owner's rights under this Contract are non-forfeitable except for failure to pay future purchase payments.
- (b) This Contract may not be transferred, sold, assigned or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose to any person other than the Company.

MULTIPLE CONTRACTS

- (a) If for any taxable year contributions are made for the Owner under this Contract and any other TSA, all TSAs shall be treated as a single contract.

DESIGNATED ROTH CONTRIBUTIONS

- (a) This Contract (or a separate account under this Contract) may receive salary reduction Contributions designated as Roth Contributions under Code Section 402A ("Designated Roth Contributions"). The Employer's Plan must allow Designated Roth Contributions. The designation by the Owner must be irrevocable and be made in the Owner's salary reduction agreement (or at the same time). The Employer must treat these Contributions as includible in the Owner's income.
- (b) Qualified distributions under Code Sections 402A(d)(2) and 408A(d)(2) from a Roth TSA contract or account may be excluded from the Owner's income. Rollovers to or from a Roth TSA contract or account must be from or to another Roth 403(b) contract or account, or another Roth account as permitted by IRS regulations.

PLAN PROVISIONS

The Plan, including certain Plan provisions required by the Employee Retirement Income Security Act of 1974 ("ERISA") or other applicable law, may limit the Owner's rights under this Contract. The Plan provisions may:

- (a) Limit the Owner's right to make Contributions, including Designated Roth Contributions;
- (b) Restrict the time when the Owner may elect to receive distributions from this Contract;
- (c) Require the consent of the Owner's Spouse before the Owner may elect to receive distributions from this Contract;
- (d) Require that all distributions be made in the form of a joint and survivor annuity for the Owner and the Owner's spouse unless both consent to a different form of distribution;
- (e) Require that the Owner's spouse be the Designated Beneficiary under certain circumstances;

- (f) Impose service requirements with the Employer sponsoring the Plan before the Owner's rights under this Contract become vested; or
- (g) Otherwise restrict the Owner's rights under the Contract or give the Employer (or a Plan representative) the right to exercise certain rights on the Owner's behalf.

No Plan provision will limit an Owner's Rights under this Contract, unless the Employer sponsoring the Plan has provided the Company with written notice of such provision and it is accepted by the Company. In no event shall any Plan provision enlarge the Company's obligations under this Contract.

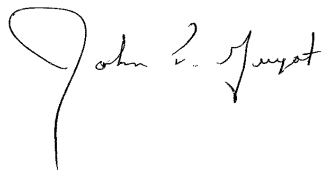
TAX CONSEQUENCES

The Company will not have any liability or responsibility for the state or federal tax consequences of any purchase payment or distribution. The Company will not be liable for any tax penalty imposed on a purchase payment or distribution. The Company is not responsible for any failure by the Owner or the Employer to comply with the provisions of the Code or any other law.

ADMINISTRATION

The Company is not the Administrator of the Plan. The Company will not have any responsibility for administering the Plan or for interpreting or deciding any other question arising under the Plan.

SECURITY BENEFIT LIFE INSURANCE COMPANY



[John F. Guyot
Secretary]

Endorsement Effective Date
(If Other Than Issued Date)

ENDORSEMENT

INDIVIDUAL RETIREMENT ANNUITY PROVISIONS

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This contract is established as an Individual Retirement Annuity ("IRA") as defined in Section 408 of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision pursuant to the Owner's request in the Application. Accordingly, this Endorsement is attached to and made part of the Contract as of its Issue Date or, if later, the date shown below. Notwithstanding any other provisions of the Contract to the contrary, the following provisions shall apply.

RESTRICTIONS ON INDIVIDUAL RETIREMENT ANNUITY

To ensure treatment as an IRA, this Contract will be subject to the requirements of Code Section 408, which are briefly summarized below:

1. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner shall be the Annuitant. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this Endorsement to the "Owner" or "individual" are to the deceased Owner or individual.
2. The Contract shall be nontransferable and the entire interest of the Owner in the Contract is nonforfeitable.
3. (a) Notwithstanding any provision of this Contract to the contrary, the distribution of the Owner's interest in the Contract shall be made in accordance with the requirements of Code §408(b)(3) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the Contract (as determined under section 4(c)) must satisfy the requirements of Code §408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section (4).

(b) The entire interest of the Owner will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70 1/2 (the "required beginning date") over (i) the life of such Owner or the lives of such Owner and his or her designated beneficiary or (ii) a period certain not extending beyond the life expectancy of such Owner or the joint and last survivor expectancy of such Owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of §1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of §1.401(a)(9)-6. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in §1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the Owner attains age 70 1/2 and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

4, (a) Death On or After Required Distributions Commence. If the Owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.

(b) Death Before Required Distributions Commence. If the Owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:

(1) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(3) below. If this is an inherited IRA within the meaning of Code Section 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code Section 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the year following the year of death.

(2) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, required distributions are considered to commence on the Owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

5. If the Owner dies before his or her entire interest has been distributed and if the designated beneficiary is not the Owner's surviving spouse, no additional contributions may be accepted in the Contract.
6. The owner of two or more traditional IRAs may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under Code section 408(a)(6).
7. This Contract does not require fixed contributions. Any refund of premiums (other than those attributable to excess contributions) will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.
8. (a) Except in the case of a rollover contribution as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), and 457(e)(16) or an employer contribution made in accordance with the terms of a simplified employee pension plan as described in section 408(k), only cash contributions may be made to the Contract and the total of such contributions shall not exceed \$5,000. The limit will be increased to reflect a cost-of-living adjustment, if any. Such adjustments will be in multiples of \$500.

(b) For individuals who have reached the age of 50 before the close of the tax year, the annual cash contribution limit is increased by \$1,000.

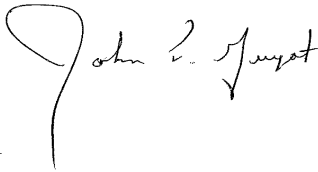
The contribution limits described above will conform to the limits of section 219 of the Code.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

9. No contributions will be accepted under this Contract which are made under a SIMPLE IRA plan established by any employer pursuant to §408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted under this Contract from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan

10. Notwithstanding any Contract provisions to the contrary, no amount may be borrowed under the Contract and no portion may be used as security for a loan.
11. Payments may not be made before the Annuitant attains the age of 59½ without incurring a penalty tax except in the situations described in Code Section 72(t).
12. The Owner agrees to provide all information necessary to prepare any reports required by Section 408(l), Regulation Section 1.408-5, or other guidance published by the Internal Revenue Service (IRS). The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

SECURITY BENEFIT LIFE INSURANCE COMPANY



[
John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

ENDORSEMENT

ROTH IRA PROVISIONS

ROTH IRA ENDORSEMENT

This contract is established as a Roth IRA as defined in Section 408A of the Internal Revenue Code of 1986, as amended (the "Code") or any successor provision, pursuant to the Owner's request in the Application. Accordingly, this endorsement is attached to and made part of the Contract as of its Issue Date or, if later, the date shown below. Notwithstanding any other provisions of the Contract to the contrary, the following provisions shall apply.

RESTRICTIONS ON ROTH IRA

To ensure treatment as a Roth IRA, this Contract will be subject to the requirements of Code Section 408A, which are briefly summarized below:

1. The Contract is established for the exclusive benefit of the Owner or his or her beneficiaries. The Owner shall be the Annuitant. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased individual, references in this document to the "Owner" or "individual" are to the deceased "Owner" or individual.
2. The Contract shall be nontransferable and the entire interest of the Owner in the Contract is nonforfeitable.
3. No amount is required to be distributed prior to the death of the Owner. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3), as modified by Code § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as determined under section 4(c)) must satisfy the requirements of Code § 408(a)(6), as modified by Code § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

- (i) If the designated beneficiary is someone other than the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the Owner's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the year following the year of death.

(ii) If the Owner's sole designated beneficiary is the Owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Owner's death (or by the end of the calendar year in which the Owner would have attained age 70 1/2, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(iii) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(ii) above).

(iv) Life expectancy is determined using the Single Life Table in Q&A-1 of §1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(i) or (ii) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of §1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of §1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the Owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A 9 of § 1.408-8 of the Income Tax Regulations.

5. This Contract does not require fixed contributions. Any refund of premiums (other than those attributable to excess contributions) will be applied before the close of the calendar year following the year of the refund toward the payment of future premiums or the purchase of additional benefits.
6. (a) *Maximum Permissible Amount.* Except in the case of a qualified rollover contribution or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash

and the total of such contributions to all the Owner's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Owner's compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. A "qualified rollover contribution" is a rollover contribution that meets the requirements of Code § 408(d)(3) of the Internal Revenue Code, except the one-rollover-per-year rule of Code § 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). Contributions may be limited under (c) through (e) below.

(b) *Applicable Amount.* The applicable amount is determined below:

(i) If the Owner is under age 50, the applicable amount is \$5,000. The \$5,000 will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.

(ii) If the Owner is 50 or older, the applicable amount is \$6,000.

(c) *Regular Contribution Limit.* The maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

(i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (h) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range Modified AGI	No Contribution
Single or Head of Household.	\$105,000 or less	Between \$105,000 and \$120,000	\$120,000 or more
Joint Return or Qualifying Widow(er)	\$167,000 or less	Between \$167,000 and \$177,000	\$160,000 or more
Married-Separate. Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

(ii) If the Owner makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's nonRoth IRAs for the taxable year.

(d) *Qualified Rollover Contribution* A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible retirement plan described in Code § 402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of Code § 408(d)(3), except the one-rollover-per-year rule of Code § 408(d)(3)(B) does not apply if the distribution is from a

non-Roth IRA. If the distribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code § 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or service members' group life insurance payment may be contribution if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under Code § 408(d)(3).

(ii) All or part of an airline payment (as defined in § 125 of the Worker, Retiree, and Employer Recovery Act of 2008, Pub. L. 110-458 received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(e) *SIMPLE IRA Limits.* No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the Owner first participated in that employer's SIMPLE IRA plan.

(f) *Inherited IRA.* If this is an inherited IRA within the meaning of Code § 408(d)(3), no contributions will be accepted.

(g) *Recharacterization.* A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in §1.408A-5 of the regulations as a regular contribution to this IRA, subject to the limits in (c) above.

(h) *Modified AGI.* For purposes of (c) and (d) above, an Owner's modified AGI for a taxable year is defined in Code § 408A(c)(3)(C) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution.

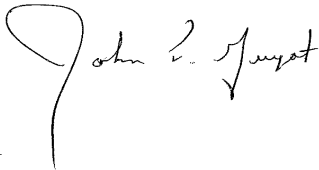
(i) *Compensation.* For purposes of (a) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code § 401(c)(2) (reduced by the deduction the self-employed Owner takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code § 401(c)(2) shall be applied as if the term trade or business for purposes of Code §1402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income (determined without regard to Code § 112).. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the Owner's gross income under Code § 71 with respect to a divorce or separation instrument described in subparagraph (A) of Code § 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in Code § 3401(h)(2). .

7. Notwithstanding any Contract provisions to the contrary, no amount may be borrowed under the Contract and no portion may be used as security for a loan.
8. The portion of any payment made from the Contract representing earnings will be subject to a 10% penalty tax under Section 72(t) of the Code if such amounts are paid before the Owner

attains the age of 59 ½, unless the payments meet one of the exceptions to the penalty tax for distributions from individual retirement plans under Section 72(t) of the Code.

9. The Owner agrees to provide all information necessary to prepare any reports required by Section 408(i) and 408A(d)(3)(D), Regulation Sections 1.408-5, or other guidance published by the Internal Revenue Service (IRS). The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
10. Notwithstanding any other provisions which may be added or incorporated into the Contract, the provisions of this endorsement will be controlling. Any additional provisions inconsistent with Section 408A, the related Regulations, or other published guidance will be invalid. This endorsement will be amended by the Company as necessary to comply with the provisions of the Code, the related Regulations and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the Contract.

SECURITY BENEFIT LIFE INSURANCE COMPANY



[
John F. Guyot]
Secretary

Endorsement Effective Date
(If Other Than Contract Date)

SERFF Tracking Number: SECB-126881075 State: Arkansas
Filing Company: Security Benefit Life Insurance Company State Tracking Number: 47165
Company Tracking Number: 6052
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: 6052
Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification Comments: Attachment: Readability Certification.pdf		

	Item Status:	Status Date:
Satisfied - Item: Cover Letter Comments: Attachment: Cover Letter.pdf		

CERTIFICATION

I hereby certify that the Flesch reading ease test score for each form as calculated in WORD is as follows:

Form	Readability Score*
6052 (10-10)	48.8
6053 (10-10)	49.1
V6101 (9-10)	46.9
V6849A (R9-10)	45.0
V6851A (R9-10)	44.0

*scored with the base contract form 4585 (12-00)

SECURITY BENEFIT LIFE INSURANCE COMPANY

Chris Swickard,
Vice President, Associate General Counsel
and Assistant Secretary



October 28, 2010

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Arkansas Department of Insurance
1200 W. Third Street
Little Rock, AR 72201-1904

Re: SECURITY BENEFIT LIFE INSURANCE CO.
NAIC NO. 870-68675 FEIN #48-0409770

6052 (10-10)	Nursing Home Endorsement
6053 (10-10)	Terminal Illness Endorsement
V6101 (9-10)	Tax Sheltered Annuity Endorsement
V6849A (R9-10)	Individual Retirement Annuity Endorsement
V6851A (R9-10)	Roth IRA Endorsement

Dear Sir or Madam:

We hereby submit the above-referenced Endorsements for your review and approval. The Endorsements are new and will not replace any other forms currently on file. The Endorsements will be used with Individual Flexible Premium Deferred Variable Annuity Contracts V6023 (1-98) and V6023 (1-98)U which were approved by your department on March 6, 1998, Individual Flexible Premium Deferred Variable Annuity Contracts V6029 (11-00), and V6029 (11-00)U which were approved by your department on November 28, 2000, and Individual Flexible Premium Deferred Annuity Contracts 4585 (12-00) and 4585 (12-00)U which were approved by your department on March 15, 2001.

The Nursing Home Endorsement and Terminal Illness Endorsement provide for waiver of certain contractual charges if the terms specified in the respective Endorsements are satisfied. The Tax Sheltered Annuity Endorsement, Individual Retirement Annuity Endorsement, and Roth IRA Endorsement set out information concerning the tax provisions pertaining to contracts with those respective tax treatments.

Please note that certain portions of the Endorsements have been bracketed. These forms may be used for qualified and non-qualified contracts.



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Your prompt attention to this matter is greatly appreciated.

Sincerely,

Greg Garhart
Compliance Analyst
Law Department
Security Benefit Life Insurance Company
(800) 888-2461
(785) 368-1391 fax
greg.garhart@securitybenefit.com